

<b>TO:</b> <b>Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court **Middle District of Tennessee** on the following

☐ Trademarks or ☐ Patents: ( ☐ the patent action involves 35 U.S.C. § 292 )

DOCKET NO. 3:11-cv-0069	DATE FILED 1/25/2011	U.S. DISTRICT COURT Middle District of Tennessee
PLAINTIFF TuitionFund, LLC		DEFENDANT SunTrust Banks, Inc. et al
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 8,449,872		See attached complaint
2 7,653,572		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included

DATE INCLUDED	INCLUDED BY	
	<input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgement issued

DECISION/JUDGEMENT
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CLERK Keith Throckmorton	(BY) DEPUTY CLERK Ann Frantz	DATE 1/26/2011
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## V. CLAIMS

32. The allegations of paragraphs 1-31 above are incorporated by reference as if fully set forth herein.

33. At least the SunTrust Rewards BonusBuys and/or Bonus SunPoints rebate/reward programs offered by the SunTrust Defendants and Vesdia and Cartera infringe one or more claims of the Patents-in-Suit.

34. Representatives of TuitionFund met with SunTrust as early as May 2005 to discuss TuitionFund's pending Patent Application No. 09/703,562 and the United States Patent and Trademark Office's Unofficial Allowance of Claims that issued in March 2005.

35. Throughout May and the following months, TuitionFund and SunTrust continued their conversations regarding TuitionFund's technology. In August 2007, TuitionFund prepared a non-disclosure agreement (the "NDA") covering the technology contained in the Patents-in-Suit that was subsequently executed by SunTrust Banks, Inc.

36. Subject to the provisions of the NDA, discussion continued over the course of the following months. In January 2008, Tuition Fund and SunTrust Banks, Inc. executed a Letter of Intent to enter into a formal licensing agreement.

37. TuitionFund continued to disclose additional confidential information regarding its technology to SunTrust subject to the provisions of the NDA up to and including April 2010. At that time, SunTrust indicated that it no longer desired to license the Patents-in-Suit.

38. Despite its knowledge of TuitionFund's patents and the technology disclosed therein, SunTrust proceeded with its plans to launch a merchant funded rebate/rewards program, specifically the SunTrust Rewards BonusBuys and/or Bonus SunPoints rebate/reward programs, beginning at least as early as May 2009.

39. At least the Regions's Cashback Rewards program offered by the Regions Defendants and Cardlytics infringe one or more claims of the Patents-in-Suit.

40. Representatives of TuitionFund discussed with representatives of Regions as early as March 2009 TuitionFund's technology, including that outlined in the '872 Patent.

41. Over the following months, TuitionFund and Regions continued their conversations and TuitionFund sought to negotiate an NDA covering the disclosure of confidential and proprietary information to further advance discussions.

42. Regions became aware of the '572 Patent at least as early as January 2010 as a result of continuing discussions between representatives of TuitionFund and Regions.

43. Despite its knowledge of TuitionFund's patents and the technology disclosed therein, Regions proceeded with its plans to launch a new merchant funded rebate/rewards program, specifically the Regions Cashback Rewards program, beginning at least as early as September 2010.

44. Based on the above-described services and products, Plaintiff asserts several causes of action against the Defendants. These causes of action are detailed as follows.

#### **A. Direct Patent Infringement**

45. The allegations of paragraphs 1-44 above are incorporated by reference as if fully set forth herein.

46. SunTrust has in the past, does now, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '872 and '572 Patents by, without TuitionFund's authority, making, using, selling, and/or offering to sell in the United States products and services, specifically the SunTrust Rewards BonusBuys and/or Bonus

SunPoints programs as described herein, that embody the inventions claimed in the Patents-in-Suit. SunTrust infringes alone and/or jointly with Vesdia and/or Cartera.

47. Vesdia has in the past, does now, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '872 and '572 Patents by, without TuitionFund's authority, making, using, selling, and/or offering to sell in the United States products and services that embody the inventions claimed in the Patents-in-Suit. Plaintiff asserts that Vesdia infringes alone and/or jointly with SunTrust. At this time, Plaintiff's claims of infringement by Vesdia are limited to Vesdia's actions with regard to making, using, selling, and/or offering to sell in the United States the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs as described herein.

48. Cartera has in the past, does now, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '872 and '572 Patents by, without TuitionFund's authority, making, using, selling, and/or offering to sell in the United States products and services that embody the inventions claimed in the Patents-in-Suit. Plaintiff asserts that Cartera infringes alone and/or jointly with SunTrust. At this time, Plaintiff's claims of infringement by Cartera are limited to Cartera's actions with regard to making, using, selling, and/or offering to sell in the United States the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs as described herein.

49. Regions has in the past, does now, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '872 and '572 Patents by, without TuitionFund's authority, making, using, selling, and/or offering to sell in the United States products and services, specifically Regions's Cashback Rewards program as described

herein, which embodies the inventions claimed in the Patents-in-Suit. Regions infringes alone and/or jointly with Cardlytics.

50. Cardlytics has in the past, does now, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '872 and '572 Patents by, without TuitionFund's authority, making, using, selling, and/or offering to sell in the United States products and services which embody the inventions claimed in the Patents-in-Suit. Plaintiff asserts that Cardlytics infringes alone and/or jointly with Regions. At this time, Plaintiff's claims of infringement by Cardlytics are limited to Cardlytic's actions with regard to making, using, selling, and/or offering to sell in the United States the Regions Cashback Rewards program.

#### **B. Inducement of Patent Infringement**

51. The allegations of paragraphs 1-50 above are incorporated by reference as if fully set forth herein.

52. Further and in the alternative, SunTrust Banks, Inc. has in the past, does now, and continues to induce direct infringement by its wholly-owned subsidiary SunTrust Bank of at least one claim of the Patents-in-Suit in violation of one or more provisions of 35 U.S.C. § 271. SunTrust Banks, Inc. had actual knowledge of the Patents-in-Suit and knew or should have known that its actions would induce SunTrust Bank's direct infringement of the Patents-in-Suit. SunTrust Banks, Inc.'s actions resulted in inducing SunTrust Bank to infringe the Patents-in-Suit via the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs as described herein.

53. Further and in the alternative, SunTrust has in the past, does now, and continues to induce direct infringement by Vesdia of at least one claim of the Patents-in-Suit in violation of one or more provisions of 35 U.S.C. § 271. SunTrust had actual knowledge of the Patents-in-Suit

and knew or should have known that its actions would induce Vesdia's direct infringement of the Patents-in-Suit. SunTrust's actions resulted in inducing Vesdia to infringe the Patents-in-Suit via the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs as described herein.

54. Further and in the alternative, SunTrust has in the past, does now, and continues to induce direct infringement by Cartera of at least one claim of the Patents-in-Suit in violation of one or more provisions of 35 U.S.C. § 271. SunTrust had actual knowledge of the Patents-in-Suit and knew or should have known that its actions would induce Cartera's direct infringement of the Patents-in-Suit. SunTrust's actions resulted in inducing Cartera to infringe the Patents-in-Suit via the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs as described herein.

55. Further and in the alternative, Regions Financial Corporation has in the past, does now, and continues to induce direct infringement by Regions Bank of at least one claim of the Patents-in-Suit in violation of one or more provisions of 35 U.S.C. § 271. Regions Financial Corporation had actual knowledge of the Patents-in-Suit and knew or should have known that its actions would induce Regions Bank's direct infringement of the Patents-in-Suit. Regions Financial Corporation's actions resulted in inducing Regions Bank to infringe the Patents-in-Suit via the Regions's Cashback Rewards program as described herein.

56. Further and in the alternative, Regions has in the past, does now, and continues to induce direct infringement by Cardlytics of at least one claim of the Patents-in-Suit in violation of one or more provisions of 35 U.S.C. § 271. Regions had actual knowledge of the Patents-in-Suit and knew or should have known that its actions would induce Cardlytic's direct infringement of the Patents-in-Suit. Regions's actions resulted in inducing Cardlytics to infringe the Patents-in-Suit via the Region's Cashback Rewards program as described herein.

## VI. VICARIOUS LIABILITY

57. The allegations of paragraphs 1-56 above are incorporated by reference as if fully set forth herein.

58. In addition to liability for their own independent conduct, the Defendants are also liable for the conduct of their subsidiaries, affiliates, and related entities under the doctrines of joint venture, single business enterprise, alter ego, and under applicable state and federal statutes and regulations.

59. On information and belief, SunTrust Banks, Inc. and SunTrust Bank, among other things, share common officers and directors, have common employees, share office space, have common attorneys, have identical business and operation policies and procedures. Additionally, SunTrust Bank is wholly owned by SunTrust Banks, Inc.

60. On information and belief, SunTrust Banks, Inc. and SunTrust Bank have engaged in a business venture for joint profit, including but not limited to the implementation of the SunTrust Rewards BonusBuys and/or Bonus SunPoints rebate/reward programs. On information and belief, SunTrust Banks, Inc. and SunTrust Bank have combined their efforts, property, skill, knowledge, employees, and officer and directors, among other things, for the purpose of undertaking this venture.

61. On information and belief, the SunTrust Defendants were engaged in a joint venture/enterprise at all times in which they are accused of infringement and immediately prior thereto. Each of the SunTrust Defendants had a shared community of interest in the object and purpose of the undertaking for which the banking entity known as SunTrust Bank was being operated/used.

62. On information and belief, each of the SunTrust Defendants had an equal right to share in the control of the operation of the SunTrust banking entity during the time of infringement regardless of whether such right was actually exercised.

63. On information and belief, the SunTrust Defendants controlled at least the operation, planning, and management of the SunTrust banking entity. On information and belief, the authority exercised by the SunTrust Defendants over the SunTrust banking entity included, but was not limited to, control of marketing, human resources management, creation and implementation of policy and procedure manuals used by the SunTrust banking entity, legal services, and financial, tax, and accounting control through fiscal policies established by the SunTrust Defendants.

64. On information and belief, these companies operated as a joint venture/enterprise for the purpose of streamlining and furthering their similar business interests and collectively controlled SunTrust Bank.

65. On information and belief, at all relevant times mentioned herein, the SunTrust Defendants owned, operated and/or controlled, either directly or through the agency of each other and/or other diverse subalterns, agents, subsidiaries, servants, or employees the operation of SunTrust Bank.

66. Because the SunTrust Defendants named herein were engaged in a joint venture/enterprise before and throughout the time of infringement the acts and omissions of each participant in the joint venture/enterprise are imputable to all other participants.

67. Because the SunTrust Defendants named herein are the alter egos of the other, before and throughout the time of infringement, the acts and omissions of each of the SunTrust Defendants are imputable to the other SunTrust Defendants.



68. The actions of the SunTrust Defendants and each of its servants, agents and employees, as set forth herein, are imputed to each of the SunTrust Defendants, jointly and severally.

69. On information and belief, Regions Financial Corporation and Regions Bank, among other things, share common officers and directors, have common employees, share office space, have common attorneys, have identical business and operation policies and procedures. Additionally, Regions Bank is wholly owned by Regions Financial Corporation.

70. On information and belief, Regions Financial Corporation and Regions Bank have engaged in a business venture for joint profit, including but not limited to the implementation of the Regions's Cashback Rewards program. On information and belief, Regions Financial Corporation and Regions Bank have combined their efforts, property, skill, knowledge, employees, and officer and directors, among other things, for the purpose of undertaking these ventures.

71. On information and belief, the Regions Defendants were engaged in a joint venture/enterprise at all times in which they are accused of infringement and immediately prior thereto. Each of the Regions Defendants had a shared community of interest in the object and purpose of the undertaking for which the banking entity known as Regions Bank was being operated/used.

72. On information and belief, each of the Regions Defendants had an equal right to share in the control of the operation of the Regions banking entity during the time of infringement regardless of whether such right was actually exercised.

73. On information and belief, the Regions Defendants controlled at least the operation, planning, and management of the Regions banking entity. On information and belief,

the authority exercised by the Regions Defendants over the Regions banking entity included, but was not limited to, control of marketing, human resources management, creation and implementation of policy and procedure manuals used by the Regions banking entity, legal services, and financial, tax, and accounting control through fiscal policies established by the Regions Defendants.

74. On information and belief, these companies operated as a joint venture/enterprise for the purpose of streamlining and furthering their similar business interests and collectively controlled Regions Bank.

75. On information and belief, at all relevant times mentioned herein, the Regions Defendants owned, operated and/or controlled, either directly or through the agency of each other and/or other diverse subalterns, agents, subsidiaries, servants, or employees the operation of Regions Bank.

76. Because the Regions Defendants named herein were engaged in a joint venture/enterprise before and throughout the time of infringement, the acts and omissions of each participant in the joint venture/enterprise are imputable to all other participants.

77. Because the Regions Defendants named herein are the alter egos of the other, before and throughout the time of infringement, the acts and omissions of each of the Regions Defendants are imputable to the other Regions Defendants.

78. The actions of the Regions Defendants and each of its servants, agents and employees, as set forth herein, are imputed to each of the Regions Defendants, jointly and severally.

## VII. INJUNCTION

79. The allegations of paragraphs 1-78 above are incorporated by reference as if fully set forth herein.

80. Defendants will continue to infringe the '572 and '872 Patents unless enjoined by this Court. TuitionFund therefore requests that this Court enter an order under 35 U.S.C. § 283 preliminarily and permanently enjoining Defendants from continuing to make or use only the infringing merchant funded reward systems or methods described herein.

## VIII. DAMAGES

### A. Reasonable Royalty

81. The allegations of paragraphs 1-80 above are incorporated by reference as if fully set forth herein.

82. For the above-described infringement, TuitionFund has been injured and seeks damages to adequately compensate it for Defendants' infringement of the Patents-in-Suit as it relates to the SunTrust Rewards BonusBuys and/or Bonus SunPoints Reward programs, and the Regions's Cashback Rewards program, all as described herein. Such damages should be no less than the amount of a reasonable royalty under 35 U.S.C. § 284.

### B. Enhanced Damages, Attorneys' Fees, and Expenses

83. The allegations of paragraphs 1-82 above are incorporated by reference as if fully set forth herein.

84. TuitionFund contends that Defendants willfully infringed the '872 and '572 Patents as it relates to the SunTrust Rewards BonusBuys and/or Bonus SunPoints Reward programs, and the Region's Cashback Rewards program, all as described herein. TuitionFund

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

TUITIONFUND, LLC	§	
	§	
<i>Plaintiff</i>	§	
	§	
v.	§	CASE NO.:
	§	JURY DEMAND
SUNTRUST BANKS, INC.;	§	
SUNTRUST BANK;	§	
REGIONS FINANCIAL CORPORATION;	§	
REGIONS BANK;	§	
VESDIA CORPORATION;	§	
CARTERA COMMERCE, INC.;	§	
CARDLYTICS, INC.,	§	
<i>Defendants</i>	§	

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**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

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COMES NOW Plaintiff TuitionFund, LLC ("Tuition Fund") and files this Original Complaint against Defendants SunTrust Banks, Inc. and SunTrust Bank (collectively, "SunTrust"), Vesdia Corporation ("Vesdia"), Cartera Commerce, Inc. ("Cartera"), Regions Financial Corporation and Regions Bank (collectively "Regions"), and Cardlytics, Inc. ("Cardlytics") (collectively "Defendants") and alleges as follows:

requests that the Court enter a finding of willful infringement and enhanced damages under 35 U.S.C. § 284 up to three times the amount found by the trier of fact.

85. TuitionFund further requests that the Court enter an order finding that this is an exceptional case within the meaning of 35 U.S.C. §285. Pursuant to such an order TuitionFund seeks recovery of its reasonable attorneys' fees and expenses.

### **IX. PRAYER FOR RELIEF**

86. TuitionFund respectfully requests the following relief:

- a. A judgment that the '872 and '572 Patents are infringed, directly and/or indirectly, by Defendants as described herein;
- b. A judgment and order preliminarily and permanently enjoining each Defendant, its agents, employees, representatives, successors and assigns, and those acting in privity or in concert with them, from further infringement, contributory infringement and/or inducing infringement of the '872 and '572 Patents as it relates to the SunTrust Rewards BonusBuys and/or Bonus SunPoints rewards programs and the Regions's Cashback Rewards program, all as described herein;
- c. A judgment and order requiring each Defendant to pay TuitionFund damages under 35 U.S.C. § 284, including treble damages for willful infringement as provided by 35 U.S.C. § 284, and supplemental damages for any continuing post-verdict infringement up until entry of the final Judgment with an accounting as needed;
- d. A judgment and order requiring each Defendant to pay TuitionFund pre-judgment and post-judgment interest on the damages awarded;

- e. A judgment and order finding this to be an exceptional case and requiring each Defendant to pay the costs of this action (including all disbursements) and attorneys fees as provided by 35 U.S. C. § 285;
- f. Such other and further relief as the Court deems just and proper.

#### **X. JURY DEMANDED**

87. TuitionFund requests a jury trial of all issues triable of right by a jury.

Respectfully submitted,

/s/ Drake Martin  
**DRAKE MARTIN**  
TENNESSEE STATE BAR NO. 018786

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## I. NATURE OF THE SUIT

1. This is a claim for patent infringement arising under the patent laws of the United States. Title 35 of the United States Code.

## II. THE PARTIES

2. Plaintiff **TuitionFund, LLC** is a Delaware limited liability company that maintains its principal place of business at 422 Wild Elm, Franklin, Tennessee 37064.

3. Defendant **SunTrust Banks, Inc.** is a Georgia corporation that maintains its principal place of business at 303 Peachtree Street, Atlanta, Georgia 30308. This defendant does business in Tennessee and can be served with process through its Registered Agent for Service, Raymond D. Fortin, 303 Peachtree Street, Suite 3600, Atlanta, Georgia 30308.

4. Defendant **SunTrust Bank** is a wholly-owned banking subsidiary of Defendant SunTrust Banks, Inc. This defendant does business in Tennessee and can be served with process through its Registered Agent for Service, Raymond D. Fortin, 303 Peachtree Street, Suite 3600, Atlanta, Georgia 30308.

5. Defendant **Vesdia Corporation** is a Delaware corporation that maintains its principal place of business at Tower Place 200, 3348 Peachtree Road, NE, Suite 300, Atlanta, GA. 30326. This defendant does business in Tennessee and can be served with process through its Registered Agent for Service, Daniel Shmalo, 360 Venture Law, 845 Spring Street, Atlanta, Georgia 30308.

6. Defendants **Cartera Commerce, Inc.** is a Delaware corporation that maintains its principal place of business at 2711 Centerville Road, Ste. 400, Wilmington, Delaware. On or around January 14, 2011, Cartera and Vesdia announced the merger of their two entities stating

that the merged entities would operate under the Cartera Commerce brand. Cartera does business in Tennessee and can be served with process through its Registered Agent for Service, David L. Andre, 268 South Great Road, Lincoln, Massachusetts 01773.

7. Defendant **Regions Financial Corporation** is a Delaware Corporation that maintains its principal place of business at 1900 Fifth Avenue North, Birmingham, Alabama 35203. This Defendant does business in Tennessee and can be served with process through its Registered Agent for Service, Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee 37203-1312.

8. Defendant **Regions Bank** is a wholly-owned banking subsidiary of Regions Financial Corporation. This Defendant does business in Tennessee and can be served with process through its Registered Agent for Service, Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee 37203-1312.

9. Defendant **Cardlytics, Inc.** is a Delaware corporation that maintains its principal place of business at 621 North Ave. NE, Suite C-30, Atlanta, Georgia 30308. This defendant does business in Tennessee and can be served with process through its Registered Agent for Service, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

### III. JURISDICTION AND VENUE

10. This action arises under the patent laws of the United States, Title 35 of the United States Code. The Court's jurisdiction over this action is proper under the above statutes, including 35 U.S.C. §271 *et seq.*, 28 U.S.C. § 1331, 28 U.S.C. § 1332, and 28 U.S.C. § 1338.



11. Personal jurisdiction exists generally over Defendants pursuant to 28 U.S.C. § 1391 because they have sufficient minimum contacts with the forum as a result of business conducted within the State of Tennessee and within this district. Personal jurisdiction also exists specifically over Defendants because of Defendants' conduct in making, using, selling, offering to sell, and/or importing directly or indirectly infringing products or services, and/or Defendants' contributory infringement or inducement of infringement within the State of Tennessee and within this District.

12. Venue is proper in this Court under 28 U.S.C. §§1391(b), (c), and (d), as well as 28 U.S.C., §1400(b) for the reasons set forth above. Furthermore, venue is proper because Defendants solicit and establish banking and other business relationships with individuals and businesses in this District, which include infringing products or services as discussed below. Each act of Defendants' directly or indirectly infringing conduct in this District gives rise to proper venue.

#### **IV. BACKGROUND**

13. This cause of action asserts infringement of two patents—United States Patent No. 7,499,872 B1 entitled “Methods and Systems for Applying Rebates to Higher Education” (“the ‘872 Patent”) and United States Patent No. 7,653,572 B1 entitled “Methods and Systems for Providing a Rebate Program” (“the ‘572 Patent”) (collectively, the “Patents-in-Suit”). A true and correct copy of the ‘872 Patent is attached hereto as Exhibit A; a true and correct copy of the ‘572 Patent is attached hereto as Exhibit B. The ‘572 Patent is a continuation of the application (No. 09/703,562) that resulted in the ‘872 Patent.

14. TuitionFund is the current owner of all rights, title, and interest in and under the '872 Patent, which duly and legally issued on March 3, 2009, with Michael P. Thompson as the named inventor. The term of the '872 Patent was extended or adjusted under 35 U.S.C. 154(b) by 1205 days. TuitionFund has standing to sue for the infringement of the '872 Patent.

15. TuitionFund is the current owner of all rights, title, and interest in and under the '572 Patent, which duly and legally issued on January 26, 2010, with Michael P. Thompson as the named inventor. Application No. 12/347,136, which resulted in the '572 Patent is a continuation of application No. 09/703,562, which resulted in the '872 Patent. The '572 Patent is subject to a terminal disclaimer. TuitionFund has standing to sue for the infringement of the '572 Patent.

16. Defendants SunTrust and Vesdia offer SunTrust's personal and business account clients in the United States, including Tennessee and within this District, debit and credit card accounts that offer the client rebates/rewards (known as SunTrust Rewards BonusBuys and/or Bonus SunPoints), based on their purchases at certain merchants using the debit and/or credit card accounts, that can be redeemed for gift cards, merchandise, airline travel, monetary statement credits, cash contributions to numerous charities, and more. Various merchants partner with SunTrust and/or Vesdia to offer these merchant funded rewards and rebates to SunTrust's clients. Vesdia serves as the rebate network manager for the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs.

17. On or around January 14, 2011, Cartera and Vesdia announced the two companies entered into a merger agreement, thereby combining the two companies. The companies announced that the merged companies would operate under the Cartera Commerce brand.

18. In offering these debit and credit card accounts featuring merchant funded rewards and rebates, SunTrust and Vesdia, each individually as well as jointly, make and use a system and method for providing a rebate program that infringes one or more claims of the Patents-in-Suit.

19. On information and belief, as a result of the merger between Cartera and Vesdia, Defendants SunTrust and Cartera offer SunTrust's personal and business account clients in the United States, including Tennessee and within this District, debit and credit card accounts that offer the client rebates/rewards (known as SunTrust Rewards BonusBuys and/or Bonus SunPoints), based on their purchases at certain merchants using the debit and/or credit card accounts, that can be redeemed for gift cards, merchandise, airline travel, monetary statement credits, cash contributions to numerous charities, and more. Various merchants partner with SunTrust and/or Cartera to offer these merchant funded rewards and rebates to SunTrust's clients. Cartera serves as the rebate network manager for the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs.

20. On information and belief, as a result of the merger between Cartera and Vesdia, in offering these debit and credit card accounts featuring merchant funded rewards and rebates, SunTrust and Cartera, each individually as well as jointly, make and use a system and method for providing a rebate program that infringes one or more claims of the Patents-in-Suit.

21. In its role as the rebate network manager for the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs, Vesdia makes and uses a system and method for providing a rebate program that infringes one or more claims of the Patents-in-Suit.

22. On information and belief, as a result of the merger between Cartera and Vesdia, in its role as the rebate network manager for the SunTrust Rewards BonusBuys and/or Bonus

SunPoints programs, Cartera makes and uses a system and method for providing a rebate program that infringes one or more claims of the Patents-in-Suit.

23. SunTrust, with knowledge of the patents in suit, induced Vesdia to make and use a rewards program for the SunTrust's personal and business account clients as described in the preceding paragraphs.

24. On information and belief, as a result of the merger between Cartera and Vesdia, SunTrust, with knowledge of the patents in suit, has induced Cartera to make and use a rewards program for the SunTrust's personal and business account clients as described in the preceding paragraphs.

25. In sum, SunTrust is individually liable for infringement, jointly liable for infringement together with and through Vesdia, and liable for inducing Vesdia's direct infringement. Furthermore, Vesdia is individually liable and jointly and severally liable for infringement of the Patents-in-Suit by and through its work pertaining to the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs.

26. In sum, SunTrust is individually liable for infringement, and as a result of the merger between Cartera and Vesdia, jointly liable for infringement together with and through Cartera, and liable for inducing Cartera's direct infringement. Furthermore, Cartera is individually liable and jointly and severally liable for infringement of the Patents-in-Suit by and through its work pertaining to the SunTrust Rewards BonusBuys and/or Bonus SunPoints programs.

27. Defendants Regions and Cardlytics offer Regions's personal and business account clients in the United States, including Tennessee and within this District, debit card accounts that offer the client rebates/rewards (known as Regions Cashback Rewards), based on their purchases

at certain participating merchants using their Regions Visa® CheckCard. Regions's clients receive rebates/rewards by making qualifying purchases using their Regions Visa® CheckCard from national, local and online merchants participating in the Regions Cashback Rewards program. Various merchants partner with Regions and/or Cardlytics to offer these merchant funded rewards and rebates to Regions's clients. Cardlytics serves as the rebate network manager for the Regions's Cashback Rewards program.

28. In offering these debit card accounts featuring merchant funded rewards and rebates, Regions and Cardlytics, each individually as well as jointly, make and use a system and method for providing a rebate program that infringes one or more claims of the Patents-in-Suit.

29. In its role as the rebate network manager for Regions's Cashback Rewards program, Cardlytics makes and uses a system and method for providing a rebate program that infringes one or more claims of the Patents-in-Suit.

30. Regions, with knowledge of the patents in suit, induced Cardlytics to make and use a rewards program for the Regions's personal and business account clients as described in the preceding paragraphs.

31. In sum, Regions is individually liable for infringement, jointly liable for infringement together with and through Cardlytics, and liable for inducing Cardlytics's direct infringement. Furthermore, Cardlytics is individually liable and jointly and severally liable for infringement of the Patents-in-Suit by and through its work pertaining to the Regions Cashback Rewards program.